

CONRAIL

RECORDATION NO. 9661-~~A~~ Filed & Recorded

AUG 28 1978 3 30 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9661-~~B~~ Filed & Recorded

AUG 28 1978 3 30 PM

INTERSTATE COMMERCE COMMISSION

August 28, 1978

Robert L. Oswald, Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue  
Washington, D. C. 20423

Dear Mr. Oswald:

Pursuant to Section 20c of the Interstate Commerce Act and as provided by Volume 49 Code of Federal Regulations Sections 1116.1 through 1116.4 we present the following documents for recordation.

1. Lease of Railroad Equipment, dated as of January 2, 1978.

Lessor: Manufacturers National Bank of Detroit  
as Trustee of Conrail 1978 Trust No. II  
100 Renaissance Center  
Detroit, Michigan 48243

Lessee: Consolidated Rail Corporation  
Six Penn Center Plaza  
Philadelphia, Pennsylvania 19104

2. Revolving Loan Agreement, dated as of January 2, 1978.

Borrower: Conrail 1978 Trust No. II,  
Manufacturers National Bank of Detroit, as  
Trustee  
100 Renaissance Center  
Detroit, Michigan 48243

Lenders: First Pennsylvania Bank N.A.  
First Pennsylvania Tower  
Center Square Building  
Philadelphia, Pennsylvania 19101

RECORDATION NO. 9661-~~A~~ Filed & Recorded

AUG 28 1978 3 30 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9661-~~C~~ Filed & Recorded

AUG 28 1978 3 30 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9661-~~D~~ Filed & Recorded

AUG 28 1978 3 30 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED  
AUG 28 3 25 PM '78

INTERSTATE COMMERCE COMMISSION

AUG 28 1978 3 30 PM

RECORDATION NO. 9661-~~E~~

RECORDATION NO. 9661-~~F~~ Filed & Recorded  
AUG 28 1978 3 30 PM

INTERSTATE COMMERCE COMMISSION

8-240A368

AUG 28 1978

Date  
Fco \$

ICC Washington, D. C.

Central National Bank of Cleveland  
800 Superior Avenue  
Cleveland, Ohio 44114

The Fidelity Bank  
Broad and Walnut Streets  
Philadelphia, Pennsylvania 19106

3. Assignment and Security Agreement, dated as of January 2, 1978.

Borrower: Conrail 1978 Trust No. II

Lenders: First Pennsylvania Bank N. A.

Central National Bank of Cleveland

The Fidelity Bank

4. Consent to Assignment and Security Agreement.

Consent By: Consolidated Rail Corporation

5. Assignment of Purchase Order, dated as of January 2, 1978.

Assignor: Consolidated Rail Corporation

Assignee: Manufacturers National Bank of Detroit, as Trustee

6. Consent to Assignment of Purchase Order, dated as of  
January 2, 1978.

Consent By: Berwick Forge and Fabricating  
Division of Whittaker Corporation  
P. O. Box 188  
West 9th Street  
Berwick, Pennsylvania 18603

7. Letter of Amendments

Executed By: All the parties of the various  
documents listed above

The Equipment covered by this transaction is:


<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>No. of Units</u>	<u>Marked</u>	<u>Numbers Inclusive</u>
Box Cars	XP	162	Conrail	223301-223462

Enclosed is our check for \$200 to cover the recordation fee.  
On March 31, 1978, I filed a similar group of documents

(Recordation Nos. 9302-9302E) and you calculated the recordation fee as \$200 at that time. The enclosed documents have not been previously recorded with the Interstate Commerce Commission.

After recording a counterpart original of these documents, please return the remaining copies, stamped with your recordation number to the individual presenting them for recordation. Thank you for your assistance.

Sincerely yours,



Joseph T. Rowan  
Corporate Counsel

JTR/pe  
Enclosures

Execution Copy  
9661-P  
RECORDATION NO. .... Filed & Recorded

AUG 28 1978 - 8 30 PM

INTRA-STATE COMMERCE COMMISSION

---

ASSIGNMENT OF PURCHASE ORDER  
PURSUANT TO CONRAIL 1978 TRUST NO. II

ASSIGNMENT OF PURCHASE ORDER

between

CONSOLIDATED RAIL CORPORATION,

as Assignor

and

MANUFACTURERS NATIONAL BANK  
OF DETROIT,

as Trustee and Assignee

Dated as of January 2, 1978

---

Execution Copy 4861 - E

RECORDATION NO. .... Filed & Recorded

AUG 28 1978 3 22 PM

UNITED STATES COMMERCE COMMISSION

---

CONSENT TO ASSIGNMENT OF PURCHASE ORDER  
PURSUANT TO CONRAIL 1978 TRUST NO. II

CONSENT TO ASSIGNMENT OF PURCHASE ORDER

by

WHITTAKER CORPORATION

(BERWICK FORGE AND FABRICATING DIVISION)

Dated as of January 2, 1978

---

CONSENT TO ASSIGNMENT OF PURCHASER ORDER  
PURSUANT TO CONRAIL 1978 TRUST NO. II

CONSENT TO ASSIGNMENT OF PURCHASE ORDER (hereinafter called this Consent) dated as of January 2, 1978 by WHITTAKER CORPORATION (BERWICK FORGE AND FABRICATING DIVISION) (hereinafter called the Builder).

WHEREAS Consolidated Rail Corporation (hereinafter called the Lessee) is entering into a Purchase Agreement dated as of May 5, 1978 (hereinafter called the Purchase Order) with the Builder, wherein the Builder has agreed to manufacture, sell and deliver to the Lessee the units of railroad equipment described in Schedule A to the Lease (hereinafter defined), which will consist of high roof cushioned under-frame multi-purpose box cars (hereinafter called the Equipment or the Unit or Units);

WHEREAS the Lessee is assigning its interests in the Purchase Order pursuant to an Assignment of Purchase Order dated as of January 2, 1978 (hereinafter called the Assignment) to Manufacturers National Bank of Detroit (hereinafter called the Trustee) as Trustee under a Restated and Amended Trust Agreement for CONRAIL 1978 Trust No. II restated and amended as of February 15, 1978 and dated as of January 2, 1978 (hereinafter called the Trust Agreement), in substantially the form attached to the Participation Agreement dated as of January 2, 1978 (hereinafter called the Participation Agreement) as Annex C;

WHEREAS the trust under the Trust Agreement is entering into a Revolving Loan Agreement datd as of January 2, 1978 (hereinafter called the Revolving Loan Agreement) in substantially the form attached to the Participation Agreement as Annex B, pursuant to which 65% of the aggregate Cost of the Equipment (as defined in the Trust Agreement) will be loaned to the trust for the purchase of the Equipment, and under which the Trustee will execute for the Lenders an Assignment and Security Agreement dated as of January 2, 1978 (hereinafter called the Lease Assignment) in substantially the form attached to the Participation Agreement as Annex E, and the Lessee will execute for the Trustee and the Lenders a Consent to Assignment and Security Agreement dated as of January 2, 1978 (hereinafter called the Lessee's Consent) in substantially the form attached to the Participation Agreement as Annex F;

WHEREAS the Lessee will lease the Equipment from the Trustee pursuant to a Lease of Railroad Equipment dated as of January 2, 1978 (hereinafter called the Lease) in substantially the form attached to the Participation Agreement as Annex A;

NOW, THEREFORE, in consideration of the agreements and the covenants contained in the Assignment, the Builder, intending to be legally bound, hereby agrees as follows:

1. The Builder hereby acknowledges due notice of the assignment of Lessee's right, title and interest in and to the Equipment and in the Purchase Order contained in the Assignment, and hereby consents thereto.

2. The Builder hereby agrees to construct and deliver the Equipment to the Trustee pursuant and subject to the provisions of the Lease and the Participation Agreement, and in the condition and according to the specifications stated in the Purchase Order.

3. The Builder hereby agrees that it will warrant to the Lenders and the Trustee that at the time of delivery of each unit of the Equipment pursuant to the Purchase Order it had legal title to such unit and good and lawful right to sell such unit and that the Trustee received title to such unit free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Builder under the Purchase Order and the rights of the Lessee under the Lease; and the Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Purchase Order. The Builder will not deliver any of the Equipment to the Trustee under the Purchase Order until the Lease Assignment and the Lease have been filed and recorded in accordance with Section 20c of the Interstate Commerce Act (the Builder and its counsel being entitled to rely on advice from special counsel for the Agent that such filing and recordation have occurred).

It is understood and agreed that no Unit shall be delivered under the Purchase Order, the Assignment or this Consent if to the knowledge of the Builder:

(a) the documents set forth in Paragraphs 7, 8 and 9 of the Participation Agreement shall not have been delivered as provided therein; or

(b) (i) a petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may hereafter be amended, shall be filed by or against the Lessee unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue); or

(ii) any other proceedings shall be commenced by or against the Trust, the Trustee, or the Lessee, for any relief which includes, or might result in, any modification of the obligations of the Trust, the Trustee or the Lessee, under the Lease, the Revolving Loan Agreement, the Lessee's Consent, or the Assignment under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustments of the obligations of the Trust, the Trustee or the Lessee, under the Lease, the Revolving Loan Agreement, the Assignment or the Lessee's Consent), unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue); or

(c) an Event of Default or other event which after notice or lapse of time or both would become an Event of Default under the Lease has occurred and be continuing; or

(d) a material adverse change shall have occurred in Lessee's financial condition since February 15, 1978; or

(e) the Agent, Trustee and Beneficiaries shall not have received on the tenth day of the most recent calendar month (including the then current calendar month) succeeding the first delivery of Equipment, in form and substance satisfactory to each of them,

(i) an opinion of Ronald Dietrich, Esq., Vice President-Law for the Lessee, dated as



of such tenth day, confirming that, as of such date, the opinion set forth in Paragraph 3.01(A)(17) of the Revolving Loan Agreement is correct;

(ii) a certificate of an executive officer of the Lessee dated as of such tenth day, confirming that, as of such date, the certificate set forth in Paragraph 3.01(A)(14) of the Revolving Loan Agreement is correct and the representations and warranties contained therein are correct as if made on such tenth day; and

(iii) a certificate of an officer of the Trustee dated as of such tenth day confirming that, as of such date, the certificate set forth in Paragraph 3.01(A)(13) of the Revolving Loan Agreement is correct.

In connection with the deliveries the Builder may rely upon a certificate from the Lessee to the effect that the conditions for delivery have been met, but such certificate shall not affect the rights, duties or liabilities running between the Lessee and the Trustee.

IN WITNESS WHEREOF, the Builder, intending to be legally bound, has caused this Consent to be executed by a duly authorized signatory or other authorized person, as of the date first written.

WHITTAKER CORPORATION  
(BERWICK FORGE AND FABRICATING DIVISION)

By



Authorized Signatory